



Request for Software, Weather Account, and License Agreement

Check the Box(es) for Requested Software:

☐ CATS STAND ALONE ☐ CATS/HPAC BUNDLE

Today's Date: _____

Licensee: Fax Section I,II,& III for CATS-related software requests to Ms. Patti Barone at fax number (703) 356-8408.

☐ HPAC STAND-ALONE ☐ MEA STAND-ALONE ☐ IMEA (MEA/HPAC BUNDLE) ☐ UNCLASSIFIED WEATHER ACCT ☐ CLASSIFIED WEATHER ACCOUNT
(Refer to #4 in Directions below)

Licensee: Fax Section I,II,& III to Ms.Bonnie Cassano at fax number (703)325-0398.

DIRECTIONS:

1. Section I to be completed by all Licensees.
2. Section II to be completed with appropriate signatures, only if Licensee is not a federal employee.
3. Section III to be completed with Signature and information requested of Licensee.
4. Classified Weather Account must be requested separately by contacting Bonnie Cassano @ 703-325-1276.

Section I: Licensee Information

Licensee Agency/Company	PLEASE PRINT LEGIBLY
Name:	
Title:	
Organization:	
Office Address:	Street Number Street Name Mail Stop
City, State, Zip Code	
Phone:	
Fax:	
Email address:	

Section II: Government Sponsor Approval

Government Sponsor Approval (required for non-federal employee requests only)

I have examined this completed request and all items requested are required for job performance as stated. The user identified on this form has a valid need for the code, data files, and documents requested on this form for use under the identified contract. A signed Software License Agreement is enclosed or on file at DTRA.

Sponsoring Government Agency Name:
Agency POC Name and Title:
Telephone and Fax Numbers:
Email Address:
Project Name:
Contract Number/Contract Duration (w/dates):
Agency POC Signature and Date:

Section III: Signature and Acceptance of terms, policies and restrictions

By signing this page I accept all the terms, policies and restrictions as stated in the License Agreement. By signing this page I accept all the terms, policies and restrictions as stated in the Request for the DTRA Meteorological Weather Server Account (if applicable).

Name of Licensee Representative: Print Your Name	Name/Title Approving Authority DTRA/TDACC
Licensee Organization	DTRA Organization/Address: 6801 Telegraph Road
City,State,Zip Code	City, State, Zip Code Alexandria, VA 22310
Signature of Licensee Representative and Date:	Signature of Approving Authority and Date

Length of time requesting to be licensed:
☐ Six Months ☐ Two Years ☐ Duration of Government Contract



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Section IV: License Agreement for Software

To be completed by Licensee in order to obtain software modules developed by the Defense Threat Reduction Agency

Please note that activities with a foreign contractor or government requires direct contact with the Defense Threat Reduction Agency for specific instructions.

Effective _____ The Defense Threat Reduction Agency (DTRA), Washington D.C., and _____ (Licensee) agree as follows:

1. Background. In the course of executing its mission, DTRA has developed computer programs, data files, and associated documentation (Data) which may be provided in either electronic or printed form. Licensee wishes to use certain Data in connection with its research and development activities. On rare occasion, Data may be delivered on an optional Platform which is defined as a computer and all associated hardware necessary to use the Data in an operational context.

2. License. DTRA grants to Licensee a no-cost, nontransferable license to use specific Data and optional Platform titled _____ and associated documentation.

3. Software. DTRA may, at its option, deliver the software on a compact disk or other media. Licensee will accept the program "as delivered." DTRA will provide maintenance and assistance with installation, debugging and improvements, subject to available support. The Licensee must obtain DTRA approval prior to making any changes to the Data. DTRA will generally approve minor changes to the Data necessary to run on the Licensee's platform or to provide compatibility with Licensee Data. This excludes functional improvements discussed below.

4. Hardware. If a Platform is provided by DTRA, the software above will be pre-installed in addition to being delivered on a suitable media. Licensee will accept the Platform "as delivered". DTRA will provide maintenance and assistance with executing the Data on the Platform. The Licensee must obtain DTRA approval prior to installing additional software on the Platform or changing the Platform configuration in any way. DTRA will generally deny any such permission unless suitable measures are taken to ensure that the proposed changes are compatible with the Data.

5. Limitations. The Data and Platform is provided "as is", without warranty either expressed or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose, as to the subject matter of this Agreement. Neither DTRA nor the United States Government (Government) is liable or responsible for maintenance, updating, or correcting any errors in any materials provided. In no event will DTRA or the Government be liable for any loss or for any indirect, special, punitive, exemplary, incidental, or consequential damages arising from use, possession, or performance of the Data by the Licensee.

6. Use Restrictions (government in-house). Licensee shall not knowingly duplicate, disclose, or otherwise make available the Data or any support material to any entity without the prior agreement with DTRA. Licensee may, however, disclose the Data and associated material to its employees, fellow faculty or students, or related government organizations to the extent reasonably necessary for the use of the Data. These related government organizations will also abide by the terms of the license. DTRA will be credited should the Data be used in any form in any product or written about in any publication. DTRA will be referenced as the original source in any advertisements. Licensee will be responsible for compliance with any proscriptions on foreign disclosure of the released Data.



Request for Software, Weather Account, and License Agreement
(Section IV: License Agreement continued)

7. Use Restrictions (contractor or non-government). The Data is supplied solely for the use of Licensee for preparing proposals for a U.S. Government entity, executing a contract for a U.S. Government entity, or executing non-commercial academic research. Non-commercial academic research is defined as any research executed by an academic institution for the purpose of advancing knowledge and not associated with any commercial application where the academic institution will have any current or future financial gain. The name of the agency, RFP number, Government point of contact, as available, will be provided with the license application. Licensee shall not knowingly duplicate, disclose, or otherwise make available the Data or any support material to any entity including a sponsoring Government entity without the prior written consent of DTRA. Licensee may, however, disclose the Data and associated material to its employees, subcontractors, or collaborative researchers to the extent reasonably necessary for the use of the Data. Subcontractors or collaborative academic research institutions will be required to be parties to and sign this agreement. DTRA will be credited should the Data be used in any form in any product or written about in any publication. DTRA will be referenced as the original source in any advertisements. Licensee will be responsible for compliance with any proscriptions on foreign disclosure of the released Data.

8. Security. Licensee is not entitled to any Data that are subject to national defense security classification or proprietary rights of others. Licensee will promptly report the discovery of any such restricted Data to the release approving authority below, and will follow all instructions concerning the use, safeguarding, or return of such Data. Licensee will not copy, or make future study or use of, any released Data found to be subject to the restrictions contained herein.

9. Assignment. This License may not be assigned, sublicensed or otherwise transferred by Licensee without prior written consent of DTRA.

10. Improvements. Licensee guarantees that the Data and/or any modified versions thereof, will not be published for profit, offered for sale, used to execute a contract for any Government entity without prior written permission from DTRA. If the Data is modified or enhanced using Government funds, the Government will own the results and the terms of this agreement will automatically include such modifications or improvements. If the Data is used in contracts with the Government (with DTRA permission), no development charge may be made as part of its use. The Licensee can propose non-government funded improvements to the Data as long as suitable agreements are made with the Government and the party with commercialization rights to the Data. The Government may elect to continue a Government version excluding the non-government funded improvements or negotiate license terms for the improvements.

11. Term. If the Data is used in-house by a government organization or an academic institution for non-commercial research, the term is _____. If the Data is for preparing proposals or other Government solicitations, then the term of this agreement is six months. If the Data is required by a contractor for executing a U.S. Government contract, then the term of this agreement is for the term of the contract. At the end of the agreement, the Licensee must either return the Data and all backups, destroy all the Data and backups, or extend the term of the license. Platforms will be returned to DTRA. This also applies to any subcontractors.

12. General. This Agreement constitutes the entire Agreement between DTRA and Licensee and supersedes all previous dealings regarding this subject matter. Neither party may waive any of its rights in this Agreement except in writing. A failure to assert any right, under this Agreement shall not be deemed a waiver of any rights. This Agreement will be governed by the laws of the United States of America.



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Section V:

Agreement for DTRA Meteorological Data Server Account**

****Account renewal may be required.**

1. License. DTRA grants to Licensee a no cost, non-transferable license to use specific Data and optional Platform, titled **DTRA Meteorological Data Server**, and associated documentation.

2. Limitations (contractor or non-government). The Data and Platform is provided "as is", without warranty either expressed or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose, as to the subject matter of this Agreement. Neither DTRA nor the United States Government (Government) is liable or responsible for maintenance, updating, or correcting any errors in any materials provided. In no event will DTRA or the Government be liable for any loss or for any indirect, special, punitive, exemplary, incidental, or consequential damages arising from use, possession, or performance of the Data by the Licensee.

3. Use Restrictions (government in-house). Licensee shall not knowingly duplicate, disclose, or otherwise make available the Data or any support material to any entity without the prior agreement with DTRA. Licensee may, however, disclose the Data and associated material to its employees or related government organizations to the extent reasonably necessary for the use of the Data. These related government organizations will also abide by the terms of the license. DTRA will be credited should the Data be used in any form in any product or written about in any publication. DTRA will be referenced as the original source in any advertisements. Licensee will be responsible for compliance with any proscriptions on foreign disclosure of the released Data.

4. Use Restrictions (contractor or non-government). The Data is supplied solely for the use of Licensee for preparing proposals for or executing a contract for a U.S. Government entity. The name of the agency, RFP number, Government point of contact, as available, will be provided with the license application. Licensee shall not knowingly duplicate, disclose, or otherwise make available the Data or any support material to any entity including the sponsoring Government entity without the prior written consent of DTRA. Licensee may, however, disclose the Data and associated material to its employees or subcontractors to the extent reasonably necessary for the use of the Data. Subcontractors will be required to be parties to and sign this agreement. DTRA will be credited should the Data be used in any form in any product or written about in any publication. DTRA will be referenced as the original source in any advertisements. Licensee will be responsible for compliance with any proscriptions on foreign disclosure of the released Data.

5. Security. Licensee is not entitled to any Data that are subject to national defense security classification or proprietary rights of others. Licensee will promptly report the discovery of any such restricted Data to the release approving authority below, and will follow all instructions concerning the use, safeguarding, or return of such Data. Licensee will not copy, or make future study or use of, any released Data found to be subject to the restrictions contained herein.

6. General. This Agreement constitutes the entire Agreement between DTRA and Licensee and supersedes all previous dealings regarding this subject matter. Neither party may waive any of its rights in this Agreement except in writing. A failure to assert any right, under this Agreement shall not be deemed a waiver of any rights. This Agreement will be governed by the laws of the United States of America.